

## Exhibit "B"

2016 FEB 22 PM 2:38

PREPARED BY:  
THE McCASKILL LAW FIRM, P.C.  
P. O. BOX 1608  
SOUTHAVEN, MS 38671  
(662) 996-1112  
MS Baar No. 09405



**Instrument 2016000637**  
Filed/Recorded 02/22/2016 02:38 P  
3 Pages Recorded  
Chuck Thomas, Chancery Clerk  
Marshall County Mississippi

ADDRESS OF GRANTOR:  
260 Getwell Road  
Nesbit, MS 38651  
Home: N/A  
Work: 901-568-4672

ADDRESS OF GRANTEE:  
8205 Hwy 5  
Hickory Flat, MS 38633  
Home: 662-252-3690  
Work: N/A

Indexing Instructions: NE 1/4 of Section 5, Township 4 South, Range 2 West, Marshall County.

## WARRANTY DEED

THIS WARRANTY DEED made and entered into this day by and between Roy G. Holmes,  
Grantor, and Kimberly M. Cook, Grantee,

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00),  
cash in hand paid by the Grantee to the Grantor, and other good and valuable considerations, the  
receipt and sufficiency of all of which is hereby acknowledged, Grantor does hereby grant, bargain,  
sell, convey and warrant, except as hereinafter set forth, unto the Grantee, the following described

property, together with the improvements, hereditaments and appurtenances thereunto belonging, located in the County of MARSHALL, State of Mississippi, and more particularly described as follows, to-wit:

TRACT NO. 1: BEGIN at a point which is 827.5 feet North of the Southwest Corner of the Northeast Quarter of Section 5, Township 4 South, Range 2 West, Marshall County, Mississippi, said point being on the East line of East Boundary Street, Holly Springs, Mississippi; thence run North along said street, 200.0 feet to a point; thence run South 89 degrees 30 minutes East 300.0 feet to a point; thence run South 200.0 feet to a point; thence run North 89 degrees 30 minutes West 300.0 feet to the point of beginning, and containing 1.37 acres, and more fully shown, described and depicted upon that certain plat and boundary survey thereof prepared by Freddie C. Johnson, registered land surveyor, under date of March 5, 1984.

TRACT NO. 2: COMMENCE at a point which is 827.5 feet North of the Southwest Corner of the Northeast Quarter of Section 5, Township 4 South, Range 2 West, Marshall County, Mississippi; said point being on the East line of East Boundary Street, Holly Springs, Mississippi; thence run South 89 degrees 30 minutes East 300.00 feet to a stake, said stake being the point of beginning for herein described parcel of land; thence run North, parallel with said street, 200.00 feet to a stake; thence run South 89 degrees 30 minutes East 126.83 feet to a stake; thence run South 88 degrees 29 minutes East 73.18 feet to a stake; thence run South 198.70 feet to a stake; thence run North 89 degrees 30 minutes West 200.00 feet to the point of beginning, and containing 0.917 acre, all as more fully shown, described and depicted upon that certain plat and boundary survey thereof prepared by Freddie C. Johnson, MLS#1475, under date of October 7, 1985.

Grantor hereby furthers covenants that this property contains no part of his homestead and is owned for investment purposes.

TO HAVE AND TO HOLD unto the Grantee, his/her heirs and assigns, in fee simple forever, and free from all liens and encumbrances except for the following exceptions:

- 1) Taxes and assessments for the current year and subsequent years, which are not yet due and payable.

2) Zoning and/or other land use regulations promulgated by federal, state or local governments affecting the use or occupancy of the subject property.

3) Any and all matters which would be disclosed by an accurate survey of current date and/or an actual inspection of said property.

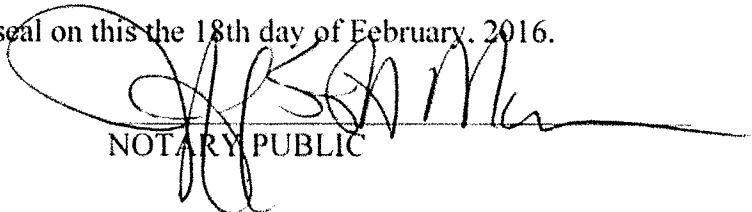
IN TESTIMONY WHEREOF, witness the signature of the Grantor on this the 18th day of February, 2016.

  
\_\_\_\_\_  
Roy G. Holmes

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

THIS DAY personally appeared before me, the undersigned authority within and for the State and County aforesaid, Roy G. Holmes, who acknowledged that he/she signed, executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this the 18th day of February, 2016.

  
\_\_\_\_\_  
NOTARY PUBLIC

( S E A L )

My Commission Expires:

9/24/2017





B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input checked="" type="checkbox"/> Conv. Unins.	6. File Number S016052	7. Loan Number	8. Mortgage Insurance Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D. Name and Address of Borrower Kimberly M. Cook 8205 Hwy 5 Hickory Flat, MS 38633	E. Name and Address of Seller Roy G. Holmes 260 Getwell Raod Nesbit, MS 38651	F. Name and Address of Lender FIRST STATE BANK P.O. BOX 580 HOLLY SPRINGS, MS 38635
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G. Property Location  2.287 acres, more or less in NE 1/4 5-4-2, Marshall County	H. Settlement Agent The McCaskill Law Firm, P.C. 5779 Getwell Road, Bld D-2, Southaven, MS 38672  Place of Settlement 5779 Getwell Road, Bld. D-2 Southaven, MS 38672	I. Settlement Date 02/18/16
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J. SUMMARY OF BORROWER'S TRANSACTION:				K. SUMMARY OF SELLER'S TRANSACTION:			
100. GROSS AMOUNT DUE FROM BORROWER				400. GROSS AMOUNT DUE TO SELLER			
101. Contract sales price		35,000.00		401. Contract sales price		35,000.00	
102. Personal property				402. Personal property			
103. Settlement charges to borrower (line 1400)		0.00		403.			
104.				404.			
105.				405.			
Adjustments for items paid by seller in advance				Adjustments for items paid by seller in advance			
106. City/town taxes	to			406. City/town taxes	to		
107. County taxes	to			407. County taxes	to		
108. HOA Dues	to			408. HOA Dues	to		
109.				409.			
110.				410.			
111.				411.			
112.				412.			
120. GROSS AMOUNT DUE FROM BORROWER				420. GROSS AMOUNT DUE TO SELLER			
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER				500. REDUCTIONS IN AMOUNT TO SELLER			
201. Deposit or earnest money				501. Excess Deposit (see instructions)			
202. Principal amount of new loan		71,486.00		502. Settlement charges to seller (line 1400)		522.00	
203. Existing loan(s) taken subject to				503. Existing loans taken subject to			
204.				504. Payoff of first mortgage loan			
205.				505. Payoff of second mortgage loan			
206.				506.			
207.				507.			
208.				508.			
209.				509.			
Adjustments for items unpaid by seller				Adjustments for items unpaid by seller			
210. City/town taxes	to			510. City/town taxes	to		
211. County taxes	01/01/16 to 02/18/16	140.03		511. County taxes	01/01/16 to 02/18/16	140.03	
212. HOA Dues	to			512. HOA Dues	to		
213.				513.			
214.				514.			
215.				515.			
216.				516.			
217.				517.			
218.				518.			
219.				519.			
220. TOTAL PAID BY / FOR BORROWER				520. TOTAL REDUCTION AMOUNT DUE SELLER			
300. CASH AT SETTLEMENT FROM OR TO BORROWER				600. CASH AT SETTLEMENT TO OR FROM SELLER			
301. Gross amount due from borrower (line 120)		35,000.00		601. Gross amount due to seller (line 420)		35,000.00	
302. Less amounts paid by/for borrower (line 220)		71,626.03		602. Less reduction amount due to seller (line 520)		662.03	
303. CASH	TO	BORROWER	36,626.03	603. CASH	TO	SELLER	34,337.97

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Case 1:15-cv-01076-JDW Doc 18-2 Filed 11/28/16 Entered 11/28/16 20:37:16 Desc

SETTLEMENT STATEMENT

Page 2

L. SETTLEMENT CHARGES:		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700.	TOTAL SALES/BROKER'S COMMISSION based on price \$ @ =		
Division of commission (line 700) as follows:			
701.	\$ to		
702.	\$ to		
703.	Commission paid at Settlement		
704.			
800.	ITEMS PAYABLE IN CONNECTION WITH LOAN	P.O.C.	
801.	Loan Origination Fee %		
802.	Loan Discount %		
803.	Appraisal Fee to		
804.	Credit Report to		
805.	Lender's inspection fee to		
806.	Mtg. ins. application fee to		
807.	Assumption fee to		
808.			
809.	Underwriting Fee		
810.	Underwriting Fee		
811.	AMORTIZATION SCHEDULE		
812.			
813.			
814.			
815.			
900.	ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901.	Interest from to @ \$ /day		
902.	Mortgage Insurance Premium to		
903.	Hazard insurance premium yrs. to		
904.			
905.			
1000.	RESERVES DEPOSITED WITH LENDER FOR		
1001.	Homeowner's insurance mo. @ \$ / mo.		
1002.	Mortgage insurance mo. @ \$ / mo.		
1003.	City property taxes mo. @ \$ / mo.		
1004.	County property taxes 0 mo. @ \$ / mo.		
1005.	Annual Assessments mo. @ \$ / mo.		
1006.	mo. @ \$ / mo.		
1007.	mo. @ \$ / mo.		
1008.	Aggregate Reserve for Hazard/Flood Ins, City/County Prop Taxes, Mortgage Ins & Annual Assessments		
1100.	TITLE CHARGES		
1101.	Settlement or closing fee to		
1102.	Abstract or title search to Jones & Schneller		200.00
1103.	Binder Fee to		
1104.	Title insurance binder to		
1105.	Document preparation to The McCaskill Law Firm, P.C.		300.00
1106.	Notary fees to		
1107.	Attorney's fees to		
(includes above item No: )			
1108.	Title insurance to		
(includes above item No: )			
1109.	Lender's coverage		
1110.	Owner's coverage		
1111.	Wire Fee Jones & Schneller		22.00
1112.			
1113.			
1200.	GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201.	Recording fees Deed \$ : Mortgage \$ ; Releases \$		
1202.	City/county/stamps Deed \$ : Mortgage \$		
1203.	State tax/stamps Deed \$ : Mortgage \$		
1204.			
1205.			
1300.	ADDITIONAL SETTLEMENT CHARGES		
1301.	Document Prep. to		
1302.	Pest inspection to		
1303.			
1304.			
1305.			
1306.			
1307.			
1308.			
1400.	TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502, Sections J and K)	0.00	522.00

02-18-2016 at 9:53 AM

form HUD-1 (3/86) ref Handbook 4305.2

**BUYER/SELLER CERTIFICATION**

DATE: 02/18/16  
FILE #: S016052  
BUYER(S): Kimberly M. Cook  
SELLER(S): Roy G. Holmes  
LENDER: FIRST STATE BANK  
  
PROPERTY ADDRESS: 2.287 acres, more or less in NE 1/4 of 5-4-2

THE BUYER AND SELLER THIS DATE HAVE CHECKED, REVIEWED AND APPROVED THE FIGURES APPEARING ON THE DISCLOSURE/SETTLEMENT STATEMENT (STATEMENT OF ACTUAL COSTS), CONSISTING OF THREE (3) PAGES. BUYER ACKNOWLEDGES RECEIPT OF THE PAYMENT OF THE LOAN PROCEEDS IN FULL, AND SELLER ACKNOWLEDGES PAYMENT IN FULL OF THE PROCEEDS DUE SELLER FROM THE SETTLEMENT.

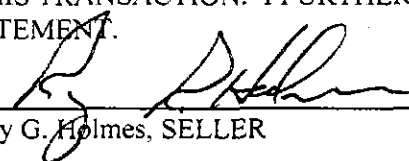
THE BUYER AND SELLER UNDERSTAND THAT THE TAX PRORATIONS SHOWN ON THE SETTLEMENT STATEMENT ARE BASED ON THE PRIOR TAX PERIODS RATE(S). THE BUYER AND SELLER AGREE TO ADJUST THE TAX PRORATIONS SHOWN ON THE SETTLEMENT STATEMENT WHEN THE ACTUAL AD VALOREM TAX BILL IS RENDERED. SELLER AGREES TO FORWARD THE NEXT TAX BILL TO BUYER IMMEDIATELY UPON RECEIPT OF THE BILL FROM THE TAX OFFICE. BUYER UNDERSTANDS THAT THE NEXT TAX BILL (EVEN THOUGH IN THE NAME OF THE SELLER) IS THE RESPONSIBILITY OF THE BUYER.

SELLER UNDERSTANDS THAT THE PAYOFF FIGURE(S) SHOWN ON THE FIRST PAGE OF THE SETTLEMENT STATEMENT ARE FIGURES SUPPLIED TO THE SETTLEMENT AGENT BY THE SELLER'S LENDER(S) AND IS/ARE SUBJECT TO CONFIRMATION UPON TENDER OF PAYMENT. IF THE PAYOFF FIGURE(S) ARE INACCURATE, SELLER AGREES TO IMMEDIATELY PAY ANY SHORTAGE(S) THAT MAY EXIST.

AS PART OF THE CONSIDERATION OF THIS SALE, THE CONTRACT BETWEEN THE PARTIES IS BY REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF; THE TERMS AND CONDITIONS CONTAINED THEREIN SHALL SURVIVE THE CLOSING AND SHALL NOT MERGE UPON THE DELIVERY OF THE WARRANTY DEED.

I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

\_\_\_\_\_  
Kimberly M. Cook, BUYER

  
\_\_\_\_\_  
Roy G. Holmes, SELLER

\_\_\_\_\_  
, BUYER

\_\_\_\_\_  
, SELLER

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

  
\_\_\_\_\_  
THE McCASKILL LAW FIRM, P.C., CLOSING AGENT

**WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.**